

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

FIRST AMENDED AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as "City") and LARRY DWIGHT (hereinafter referred to as "Dwight")(hereinafter collectively the City and Dwight are referred to as the "Parties").

I.

The City does hereby appoint Dwight as Municipal Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on January 1, 2013 and will expire December 31, 2014.

II.

In consideration for such services, Dwight shall receive:

1. a biweekly (that is, once every two (2) weeks) salary in the amount of \$3,733.40 starting January 1, 2013 and ending on September 30, 2013, and as amended by the City Council Adopted Fiscal Year 2013-2014 Annual Budget, a biweekly (that is, once every two (2) weeks) salary in the amount of \$4,519.36 starting October 1, 2013 and ending on December 31, 2014, paid in the same manner as are other employees of the City;
2. the City's obligations are funded from current funds.

III.

Dwight may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability. Dwight shall be required to provide thirty (30) days' notice of resignation.

IV.

All other provisions of the City Charter relating to removal from office shall be applicable.

V.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The obligations and requirements of the parties hereto are performable in Dallas County, and any dispute relating to this Agreement shall be tried in Dallas County.

VI.

The Parties further agree that Dwight may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

VIII.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2013, in Addison, Dallas County, Texas.

THE TOWN OF ADDISON, TEXAS

Larry Dwight

By: _____
Ron Whitehead, City Manager